



Washington State Health Care Authority

Request for Qualifications and Quotations (RFQQ) Number K161

PROJECT TITLE: Health Consulting Pool

PROPOSAL DUE DATE: February 16, 2010 (12 Noon PST)

EXPECTED TIME PERIOD FOR CONTRACT: March 15, 2010 through June 30, 2011

At the sole discretion of the Health Care Authority (HCA), this contract may be extended via amendment through June 30, 2015 in whatever time increments HCA deems appropriate.

PROPOSER ELIGIBILITY:

As this procurement is to address a broad spectrum of services, no specific eligibility requirements have been established. It is anticipated that the successful bidders will clearly communicate and document that they are leaders in their respective fields and the depth and duration of their experience in any of the service categories for which they are bidding.

SCHEDULE

<u>Activity</u>	<u>Due Date/Time</u>
RFQQ Release Date	January 29, 2010
Questions Due from Bidders	February 5, 2010 (12 Noon PST)
Letter of Intent to Propose	February 5, 2010 (12 Noon PST)
Proposal Due	February 16, 2010 (12 Noon PST)
Projected Announcement of the Apparently Successful Bidder	February 23, 2010
Projected Contract Start Date	March 15, 2010

TABLE OF CONTENTS

1. INTRODUCTION and OVERVIEW	1
1.1. PROJECT PURPOSE	1
1.2. OBJECTIVE	1
1.3. AGENCY BACKGROUND AND ORGANIZATIONAL STRUCTURE	1
1.4. SCOPE OF WORK	2
1.5. PERIOD OF PERFORMANCE	2
1.6. FUNDING	3
1.7. SCHEDULE	3
1.8. DEFINITIONS	3
2. GENERAL INFORMATION	4
2.1 COMMUNICATION THROUGH RFQQ COORDINATOR	4
2.2 BIDDERS' QUESTIONS AND HCA ANSWERS	4
2.3 E-MAIL	5
2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	5
2.5 ALTERNATIVE PROPOSALS	5
2.6 COSTS OF PROPOSAL PREPARATION	5
2.7 RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS/RESPONSE	6
2.8 NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES	6
2.9 RFQQ AMENDMENTS	6
2.10 RIGHT TO REJECT ALL PROPOSALS	6
2.11 STATE CONSTITUTION – APPLICABLE PROVISIONS	6
2.12 AUTHORITY TO BIND HCA	6
2.13 CONTRACT AND WORK ORDER TERMS	6
2.14 OFFICE OF FINANCIAL MANAGEMENT APPROVAL	8
3. INSTRUCTIONS TO BIDDERS	8
3.1 LETTER OF INTENT TO PROPOSE	8
3.2 PROPOSAL CONTENTS	9
3.3 PROPOSAL FORMAT	11
3.4 DELIVERY OF PROPOSALS	11
4. SCREENING, EVALUATION, AND AWARD	11
4.1 SCREENING	11
4.2 EVALUATION	11
4.3 INFORMATION USED FOR EVALUATION	12
4.4 PROCESS	12
4.5 AWARD	13
5. POST AWARD	13
5.1 DEBRIEFING OF UNSUCCESSFUL BIDDERS	13
5.2 PROTEST PROCEDURES	13
EXHIBIT A – CERTIFICATIONS AND ASSURANCES	1
EXHIBIT B – SERVICE AREA PROPOSAL SPECIFICATIONS	1
EXHIBIT C – SERVICE AREA WORK REQUEST	1
EXHIBIT D – SERVICE AREA WORK ORDER	1
ATTACHMENT 1 – SAMPLE CONTRACT	1
ATTACHMENT 2 – RFQQ CHECKLIST	1

1. INTRODUCTION and OVERVIEW

1.1. PROJECT PURPOSE

The Washington State Health Care Authority (hereafter called HCA) is initiating this Request for Quotations and Qualifications (RFQQ) to secure the services of a pool of consultants to provide ad hoc health consulting services in numerous areas of expertise, including but not limited to: insurance, benefits, technology, security/privacy, health technology, community partnerships, strategic planning, trends (local, state, tribal, national), and federal regulations. We are not seeking professional actuarial or legal advice. We are seeking key strategic partners to meet emerging operational and legislative mandates in an efficient, cost effective, timely manner.

The intent of this procurement is to have sufficient, available, and qualified individuals when the need for any of the above consultants is identified. This procurement will establish qualifications and maximum hourly rates allowed for each contractor.

HCA values consultants which:

- clearly communicate extensive experience in ***all*** of the key areas identified in 1.4 Scope of Work;
- have prior experience with Washington State government;
- demonstrate depth of in-house subject matter resources; and
- communicate a proven ability to leverage experience and resources on behalf of HCA

This procurement is expected to result in the award of multiple contracts. The actual number of contract awards is at the sole discretion of HCA. If awarded a contract, there is no guarantee of any payment or work.

The HCA currently has a convenience pool that was award in December of 2007. There may be overlap of service categories between the two convenience pools. HCA may utilize whatever contracts best meet their needs.

Successful award of a contract in the Health Consulting pool will not preclude you from bidding or being awarded any other HCA work in the future.

1.2. OBJECTIVE

HCA anticipates an ongoing need for Contractors to provide ad hoc consulting services related to a variety of local, national, and international health, health insurance, and health care topics. This broad but often specialized expertise is not available from current staffing resources within the agency. This procurement will establish qualified and competitively priced sources of professionals, which can be used to meet these needs and help HCA meet operational and legislative mandates.

1.3. AGENCY BACKGROUND AND ORGANIZATIONAL STRUCTURE

The Washington State Health Care Authority is a cabinet-level agency within the executive branch and governed by chapter 41.05 Revised Code of Washington (RCW) that administers health care plans for public employees and retirees, and the state's Basic Health program for low-income residents. The agency is the primary health care purchaser for state government, plays a key role in the development of state health care policy, and also administers programs dealing with prescription drug purchasing and community clinics.

Additional information regarding the Health Care Authority is available at:
www.hca.wa.gov

1.4. SCOPE OF WORK

No specific tasks have been identified at this time. However, based upon past activities and expected projects, HCA anticipates a need for expert assistance, including but not limited to the following key areas:

1. Federal Health Programs/Legislation: We are seeking companies which have years of experience interpreting federal health programs and related legislation and translating these in a way that allows HCA to make considered and appropriate decisions and effectively communicate to stakeholders. This includes interpretation of federal regulations and grant programs (especially ARRA); identifying impacts of emerging programs.
2. Strategic Planning: We are seeking companies which have years of experience working with public and private sector clients to develop strategic plans and priorities, especially in the areas of health care and health insurance trends; health information technology; health care policy, health care delivery systems (e.g. Medical Homes, chronic care delivery systems), health benefit management.
3. Partnerships/Coalitions: We are seeking companies which have years of experience with public and private sector clients in establishing and maintaining community partnerships, coalition building with health care providers and health insurance providers, and establishing governance models for new program. This includes identifying common-ground communications, sustainable financing models, administrative procedures, dispute resolution.
4. Development, evaluation and assessment of health programs: We are seeking companies which have years of experience developing tools and processes to assess the integrity and effectiveness of health programs. This includes assessment of benefits packages; enrollment; eligibility; coverage; strategic plans.
5. Health Information Privacy and Security: We are seeking companies which have years of experience related to systems, methods, and practices to manage and protect health care information and the technological exchange of health information. Includes systems/process analysis, assessment; interpretation of regulations; best practices; implementation, and communications.

Any specific work to be performed will be initiated through execution of a work order.

1.5. PERIOD OF PERFORMANCE

The anticipated period of performance of any contract resulting from this RFQQ will be March 15, 2010 through June 30, 2011. Amendments extending the period of performance, if any, shall be at the sole discretion of HCA. At HCA's sole discretion, contract may be amended and extended through June 30, 2015 in whatever time increments HCA deems appropriate.

Under no circumstances are contractors to perform any work until contracts and work orders have been fully executed. Any work performed before execution is at the contractors' risk and expense. HCA is under no obligation to pay, and may be legally prohibited from paying, for any work performed prior to the start date of the contracts and work orders.

1.6. *FUNDING*

Any contract or work orders awarded as a result of this procurement is contingent upon the availability of funding. No specific funding has been identified or reserved. Work awarded during any resulting contracts will be done through the execution of a work order against the contract. HCA does not guarantee any minimum compensation or work to the contractors selected through this RFQQ. Additionally HCA may, at its sole discretion, extend any contract awarded as a result of this RFQQ, via amendment, through June 30, 2015, in whatever time increments HCA deems appropriate.

1.7. *SCHEDULE*

<u>Activity</u>	<u>Due Date/Time</u>
RFQQ Release Date	January 29, 2010
Questions Due from Bidders	February 5, 2010 (12 Noon PST)
Letter of Intent to Propose	February 5, 2010 (12 Noon PST)
Proposal Due	February 16, 2010 (12 Noon PST)
Projected Announcement of the Apparently Successful Bidder	February 23, 2010
Projected Contract Start Date	March 15, 2010

All times are local times for Lacey, Washington. HCA reserves the right to revise the above SCHEDULE.

1.8. *DEFINITIONS*

Definitions for the purposes of this RFQQ include:

Bidder – Individual or company submitting a proposal in order to attain a contract with HCA.

Contractor – Individual or company whose proposal has been accepted by HCA and is awarded a fully executed, written contract

HCA – The Washington State Health Care Authority

Proposal – A formal offer submitted in response to this solicitation

Proposer - Individual or company submitting a proposal in order to attain a contract with HCA

Purchaser – The Washington State Health Care Authority

RCW – Revised Code of Washington

Request for Qualifications and Quotations (RFQQ) – Formal procurement document in which a service or need is identified and a specific, detailed plan regarding the

work to be done is identified. The purpose of an RFQQ is to permit the consultant community to provide qualifications to do the work and to quote the lowest price for which the work can be done.

Vendor – Individual or company submitting a proposal in order to attain a contract with HCA

WAC – Washington Administrative Code

Work Order – The document by which HCA authorizes the contractor to perform work. Includes information from Work Request and Work Request response.

Work Request – A summary of the work which HCA needs performed to which the Contractor prepares a response including price, capacity, availability, etc. and HCA assesses to determine a Work Order award.

2. GENERAL INFORMATION

2.1 COMMUNICATION THROUGH RFQQ COORDINATOR

All communications with the State of Washington in regard to this RFQQ shall be directed, in writing, to the RFQQ Coordinator named below or their designee.

Health Care Authority
Financial and Contract Services
RE: RFQQ K161
ATTN: Susan DeBlasio
E-mail: contracts@hca.wa.gov

If you communicate with any other employees of the State of Washington Health Care Authority concerning this RFQQ, unless such communication is otherwise required or allowed by law or written State of Washington policy, HCA may disqualify you from responding to this RFQQ.

Base your proposal on the material contained in the RFQQ. Disregard any draft material you have received and any oral representations by any party.

2.2 BIDDERS' QUESTIONS AND HCA ANSWERS

E-mail questions concerning the RFQQ to:

Health Care Authority
Financial and Contract Services
RE: RFQQ # K161 Questions
ATTN: Susan DeBlasio
E-mail: contracts@hca.wa.gov

HCA will only answer questions received before the date and time stated in the SCHEDULE. In the interest of fairness, HCA will only answer questions received in writing (e-mail). Do not call the RFQQ Coordinator to ask questions. HCA's official written answers to the Bidders' questions will be posted to the HCA website (<http://www.hca.wa.gov/rfp.html>). Please check this website for updates, amendments, etc.

2.3 *E-MAIL*

E-mail is to be used for all communications required in this RFQQ EXCEPT a protest, if any. HCA may also communicate with you utilizing the same methods. HCA will also post any formal communications to the following Internet website:
<http://www.hca.wa.gov/rfp.html>

HCA does not take responsibility for any problems in the e-mail or Internet delivery services, either within or outside HCA. You are responsible for ensuring timely and complete delivery of any communications related to this RFQQ.

2.4 *PROPRIETARY INFORMATION/PUBLIC DISCLOSURE*

Materials submitted in response to this competitive procurement shall become the property of HCA.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by HCA and the Apparently Successful Bidder; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 RCW, "Public Records."

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW or Chapter 41.05.026 RCW, or other law, must be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page. You may not mark the entire proposal as proprietary or confidential. Proposals which are marked in such a manner will be disqualified and removed from consideration.

The page and the particular exception from disclosure upon which the Bidder is making the claim must be identified in the Letter of Submittal.

HCA will consider a Bidder's request for exemption from disclosure; however, HCA will make a decision predicated upon Chapter 42.56 RCW or Chapter 41.05.026 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Bidder must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in Chapter 42.56 RCW. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.5 *ALTERNATIVE PROPOSALS*

Proposals are to address only those Service Categories stated. Proposals for alternative or additional Service Categories will not be considered.

2.6 *COSTS OF PROPOSAL PREPARATION*

HCA will not pay any Bidder costs associated with preparing or presenting any proposal in response to this RFQQ.

2.7 RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS/RESPONSE

If HCA receives insufficient responsive proposals as a result of this RFQQ, HCA management reserves the right to select the contractors which best meet HCA's needs.

2.8 NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES

Read all instructions carefully. If you do not comply with any part of this RFQQ, HCA may, at its sole option, reject your proposal as non-responsive. HCA reserves the right to waive minor irregularities contained in any proposal.

2.9 RFQQ AMENDMENTS

HCA reserves the right to amend this RFQQ. Amendments and all communications regarding this RFQQ will be posted to the HCA website:

<http://www.hca.wa.gov/rfp.html>

If a conflict exists between amendments, or between an amendment and the RFQQ, the document issued last shall take precedence. The published Bidders' questions and HCA's official answers are an amendment to the RFQQ.

2.10 RIGHT TO REJECT ALL PROPOSALS

HCA may, at any time and at its sole discretion and without penalty, reject any and all proposals and issue no contract as a result of this RFQQ.

2.11 STATE CONSTITUTION – APPLICABLE PROVISIONS

The Constitution of the State of Washington prohibits payments in advance or anticipation of receipt of goods or services. Contractors are paid after goods are delivered and accepted and/or services are rendered.

The State may not enter into a conditional sales contract unless the contract can be canceled for non-allocation of funds with no penalty to the State.

2.12 AUTHORITY TO BIND HCA

The HCA Administrator and the Administrator's designees are the only persons who may legally commit HCA to any contracts. The contractor shall not incur, and HCA shall not pay, any costs incurred before a contract or work order are fully executed.

2.13 CONTRACT AND WORK ORDER TERMS

Bidders selected to enter into a contract as a result of this procurement will be part of a convenience pool or "ad hoc" personal service contract. While it is anticipated that the convenience contracts will be awarded to multiple firms to provide HCA timely access to personal services, a specific number of awards has not been predetermined. However, HCA does not anticipate awarding contracts to proposals which receive less than 70% of the available points.

The convenience contracts will be utilized throughout HCA by various units and program managers, including: Health Care Policy; Basic Health, Public Employees Benefits Board, Executive Management, and Financial Services.

A. CONTRACT

The Apparently Successful Bidder(s) will be expected to sign a contract which is substantially the same as the contract included in this RFQQ as Attachment 1. The contract will also incorporate this RFQQ and the successful proposal(s).

Either party may propose additional contract terms and conditions during negotiation of the final contract. However, as stated in 3.1.A.1.c.(2).ii. of this RFQQ, proposed language alternate to the attached Sample Contract (see Attachment 2) must be included in your Letter of Submittal. You may not substitute your contract for the HCA contract.

If two or more organizations' joint proposal is apparently successful, one organization must be designated as the Prime Bidder. The Prime Bidder will be HCA's sole point of contact and will bear sole responsibility for performance under any resulting contract.

Tentatively, the period of performance of the contract(s) resulting from this RFQQ is March 15, 2010 through June 30, 2011. At HCA's sole discretion, this contract may be extended via amendment through June 30, 2015 in whatever time increments HCA deems appropriate unless sooner terminated as provided herein.

If the Apparently Successful Bidder(s) refuses to sign the final contract within ten (10) calendar days of delivery, HCA may revoke the award and award the contract to the next-highest-ranked Bidder(s).

B. WORK ORDERS

Bidders selected to enter into a contract as a result of this procurement will be part of a pool of qualified contractors. At its discretion; HCA may use any of these contractors to address specific needs.

The convenience contracts will be utilized throughout the HCA by various units and program managers. Services will be secured through a competitive Work Order process as described below.

To initiate a service:

- 1) Work Summary (Work Request): HCA will prepare a brief statement of work describing the tasks to be completed, the skills desired, the duration expected, the HCA manager responsible, and the dollar limit to be applied to the work order expected to result.
- 2) Capacity Check and Selection: HCA will send the Work Summary to one or more of the prequalified contractors in the applicable service area(s). The contractor(s) will provide a written response which, at a minimum, will include their capacity/ability to perform the work within the required time frame and a price quote for accomplishing the work. The price quote cannot exceed the contracted hourly rate. The contractor(s) may be asked to provide work samples; resumes of individuals with the necessary skills and experience and availability needed to satisfy the statement of work. HCA may review the resumes, interview candidates, check references, and review any work samples provided as part of the selection process. HCA will select the contractor which, in HCA's opinion, will best be able to address the quality,

cost and timeliness needs of HCA. There is no appeal of a Work Order award.

- 3) Work Orders: If selected to provide the service, a written work order will be executed by HCA and the contractor. No billable activity may take place prior to execution of the work order. Work orders must be approved by the HCA Financial and Contracts unit.
- 4) Obligation: HCA is not obligated to select any of the prequalified contractors and may seek other sources. There is no assurance of any work being awarded to a contractor.

2.14 OFFICE OF FINANCIAL MANAGEMENT APPROVAL

Under the provisions of Chapter 39.29 RCW, the personal services contract(s) awarded under this RFQQ are required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work thereunder shall be commenced nor payment made therefore until ten (10) working days following the date of filing, and, if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

Note: During the 2010 Washington State Legislative session, legislation may be enacted which will require changes to this process or additional approvals.

3. INSTRUCTIONS TO BIDDERS

[NOTE: Bidders must follow these instructions **exactly** or their proposal may be deemed non-responsive).

3.1 LETTER OF INTENT TO PROPOSE

You must email HCA a written Letter of Intent-to-Propose. Failure to submit a Letter of Intent-to-Propose to HCA shall disqualify your organization from further participation in the RFQQ. Your Letter must:

- 1) state that you wish to respond,
- 2) include your mailing address, telephone number, and e-mail address.

Email your Letter of Intent-to-Propose to:

Health Care Authority
Financial and Contract Services
RE: RFQQ # K161 - Letter of Intent
ATTN: Susan DeBlasio
E-mail: contracts@hca.wa.gov

Your Letter of Intent-to-Propose must be received no later than 12:00 Noon Pacific Standard Time on the date stated in the SCHEDULE.

Letters of Intent received late will not be accepted and will automatically be disqualified from further consideration. The email submission shall be at your sole risk to assure delivery at the designated office.

HCA does not take responsibility for any problems in the email delivery services, either within or outside HCA. You are responsible for ensuring delivery in accordance with the specifications in this RFQQ.

3.2 PROPOSAL CONTENTS

Proposals must contain, in the order given:

A. Letter of Transmittal

A single Letter of Transmittal covering all proposals should be prepared on bidder letterhead and signed by an individual who is authorized to commit the bidder to the services and requirements as stated in this RFP. The Letter of Transmittal must be submitted as a separate document and include, in the order given:

1. Identifying information about the Prime Bidder to include the following:
 - a. The bidder's business name, address, telephone number, email address (if any) and fax number.
 - b. The legal status of the bidding entity (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized as it now substantially exists.
 - c. The name, address, email address and telephone number of any sole proprietor, and of the partners or principal officers as appropriate.
 - d. The name of the person who will have primary contact with the Health Care Authority in carrying out the responsibilities of this contract.
 - e. The name(s) and titles of all persons authorized to speak on behalf of the bidder on matters related to this procurement.
 - f. The name and address of the entity that receives legal notices for the bidder.
2. If proposal is being submitted in partnership with one or more entities, identify the entities and their primary responsibilities if selected as the Apparently Successful Bidder. Provide brief description of the relationship with the Prime Bidder and the process for determining which entity will perform the work.
3. Provide a statement affirming that by submitting a response to this solicitation, the bidder and its key subcontractors represent that they are not in arrears in the payment of any obligations due and owing the State of Washington, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the contract if selected for contract award.
4. State your Washington Uniform Business Identification (UBI) number. The Bidder must be licensed to do business in the state of Washington before any resulting contract is executed. Provide your organization's UBI number issued by the Washington State Department of Licensing or an affirmation that your organization will obtain a business license before executing a contract.
5. State your Washington State Minority or Women-owned Business Enterprise (MWBE) registration number, if applicable.
6. Statement certifying status as a veteran/service member-owned business (Chapter 41.04.007 RCW) operating in Washington State, if applicable
7. Statement certifying status as a small business operating in Washington State, if applicable
8. State your Federal Employer Tax Identification Number. If you are a sole proprietor, you may use the following format when submitting your Federal

ID number: xxx-xx-1234. For the "1234", please use the last 4-digits of your social security number. If you are selected as a successful bidder, we will send you a W-9 to obtain your complete Federal ID/SSN number.

9. Conflict of Interest information:
 - a. If any of your employees or officers or your subcontractors employees or officers were employed by the state of Washington during the last two years, state their positions within your organization, state their proposed duties under any resulting contract, their duties and position during their employment with the state and the date of their termination from state employment. Specifically identify any former employees who chose to retire under the 2008 Early Reduction Factors (ERF) and were Plan 2 and 3 members of the following systems: Public Employees' Retirement System (PERS); School Employees' Retirement System (SERS); and Teachers' Retirement System (TRS).
 - b. If any owner, key officer or key employee of the Bidder is related by blood or marriage to any employee of HCA or has a close personal relationship to same, identify all the parties, identify their current or proposed positions and describe the nature of the relationship.
 - c. If the Bidder is aware of any other real or potential conflict of interest, the Bidder must fully disclose the nature and circumstances of such potential conflict of interest. If, after review of the information provided and the situation, HCA determines that a potential conflict of interest exists, HCA may, at its sole option, disqualify the Bidder from participating in this procurement. Failure to fully disclose any real or potential conflict of interest may result in the disqualification of the Bidder or the Termination for Default of any contract with the Bidder resulting from this procurement with the Bidder.
10. Bidders must indicate whether they have had a contract terminated for default in the last five years. Termination for default is defined as a notice to stop work due to the bidder's nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of the bidder, or litigated and determined that the bidder was in default.

If the bidder has had a contract terminated for default in the last five years, the bidder must submit full details including the other party's name, address and telephone number. The bidder must specifically grant HCA permission to contact any and all involved parties and access any and all information HCA determines is necessary to satisfy its investigation of the termination. HCA will evaluate the circumstances of the termination and may at its sole discretion, bar the participation of the bidder in this procurement.

11. The page numbers and names of any proposal elements being claimed as "Proprietary" or "Confidential" (see Section 2.4). Include an explanation for each claim of confidentiality.
12. Any alternate contract language you wish to propose (see section 2.13). If alternate contract language is longer than one page, attach it to your Letter of Submittal as a separate document.
13. A list of all RFP amendments received by amendment issue date. If no RFP amendments were received, write a statement to that effect. Bidder questions/HCA responses are considered an amendment to the RFP.

- 14. A detailed list of all materials and enclosures being sent in the proposal.
- B. A copy of the CERTIFICATIONS AND ASSURANCES (Exhibit A) signed by a person authorized to bind the bidder to a contract.
- C. Your proposal(s) in response to RFQQ Exhibit B.

3.3 PROPOSAL FORMAT

- a. The Letter of Transmittal and Proposals are to be submitted via email in unrestricted Word, Excel or "pdf" format.
- b. State your organization's name on the first page of all proposals.
- c. Pages are to be formatted as standard 8.5" x 11" white paper. Font size can be no less than 11 point. Margins can be no less than 1 inch. Each page must be numbered.
- d. Write your proposal in the order given in RFQQ Section 3.2 and Exhibit B. Title and number each item in the same way it appears instructions. You must respond to every element, except where otherwise stated.
- e. Some elements have page limitations that will be enforced. Exceeding a page limitation will result in a zero ("0") score for that element

3.4 DELIVERY OF PROPOSALS

Email your proposal(s) to:

Health Care Authority
Financial and Contract Services
RE: RFQQ # 161 Proposals
ATTN: Susan DeBlasio
E-mail: contracts@hca.wa.gov

Your proposal must arrive at the HCA, Financial and Contract Services no later than 12 Noon, PST, on the Proposal Due Date stated in the SCHEDULE.

Late proposals will not be accepted and will automatically be disqualified from further consideration.

HCA does not take responsibility for any problems in the email delivery services. You are responsible for ensuring delivery in accordance with the specifications in this RFQQ. Transmission of the proposal to any other email address is not equivalent to receipt by HCA.

4. SCREENING, EVALUATION, AND AWARD

4.1 SCREENING

Screening occurs with initial submission of the proposal documents. The HCA Contracts Services staff shall review proposals (including attachments) for compliance with RFQQ procedural requirements. HCA reserves the right to ask for clarification of any information contained in the submittal (including attachments). Non-responsive proposals will be eliminated from further evaluation.

4.2 EVALUATION

A team or teams will evaluate proposals and references. The teams will be comprised of individuals with technical and/or management backgrounds. Representatives of HCA may contact the references at this time.

4.3 INFORMATION USED FOR EVALUATION

Evaluators will use the information in the Bidders' proposals and information gathered from Bidder references. No other information will be supplied to or used by the evaluation teams, although HCA reserves the right to ask for clarification of any information contained in the proposal and to contact companies other than the References for which the Bidder has performed similar work. Additionally, if the proposal contains internet "links" or webpage addresses, during evaluation HCA may access these internet locations and utilize any related information.

4.4 PROCESS

A. REVIEW OF MANDATORY REQUIREMENTS

Evaluators will determine whether responses to the mandatory requirements are adequate. (All sections requiring a response are mandatory. Proposals that do not meet a mandatory requirement will be rejected as non-responsive unless HCA determines that it is in its best interest to eliminate that mandatory requirement for all Bidders.

B. QUALITATIVE REVIEW AND SCORING

Evaluators will score all proposals that pass the review of mandatory requirements. The evaluators will consider how well each proposal communicates the Bidder's experience, capacity, and ability to meet the needs of HCA. It is important that the proposal be clear and complete.

C. SCORING

Evaluators will assign points based upon how well they believe you communicated your experience, knowledge and ability to meet HCAs needs.

SCORED ELEMENT	MAXIMUM POSSIBLE POINTS
Experience	50 points
Resume's	30 points
References	10 points
Maximum Hourly Rate.	20 points (*)

(*) The score for the Maximum Hourly Rate is computed by dividing the lowest hourly rate bid by the hourly rate bid in the Bidder's Cost Proposal and multiplying that percentage against the total points available for this section, rounded to the nearest tenth of a point

1. FINAL SCORE (100 possible points)

Evaluators scores for Experience, Resume', and References will be averaged and totaled. That total will be added to the Maximum Hourly Rate formula score. The **Final Score** is the sum of the averaged Experience, Resume', and References points and the Maximum Hourly Rate formula points.

2. ACTION ON EQUIVALENT SCORES

If two or more proposals receive equivalent scores, HCA may, at its sole discretion, select as apparently successful the Bidders whose proposals are in HCA's best interest. Equivalent scores are scores separated by four-tenths (.4) or less points.

HCA's best interest will be defined by HCA managers and communicated to Bidders with equivalent scores in writing.

4.5 AWARD

A. SELECTION

Contracts Office staff will compile the scores. The Bidders with Final Scores greater than 70% of the points available may be named Apparently Successful Bidders, unless scores equivalent to the highest scores are received by one or more Bidders. In that case, HCA may select the Apparently Successful Bidders in the manner stated above.

This procurement is expected to result in the award of contracts to several entities or individuals that best meet the requirements and provide competitive prices. While we anticipate 3-5 contract awards, the actual number of contract awards is at the sole discretion of HCA.

There will be no preference awarded for bidders that have a local presence (i.e., local consultants and/or a local contact in Washington State).

B. NOTICE OF AWARD

HCA will notify all Bidders who submit a proposal of the selection of the Apparently Successful Bidders.

5. POST AWARD

5.1 DEBRIEFING OF UNSUCCESSFUL BIDDERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Bidder. The RFQQ Coordinator must receive the request for a debriefing conference within two business days after the announcement of Apparently Successful Bidder letter is e-mailed to the Bidder. The debriefing must be held within three business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Bidder's proposal.
- Critique of the Bidder's proposal.
- Review of the Bidder's final score in comparison with other Bidder's final scores without identifying the Bidders.

Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of twenty (20) minutes.

A Bidder may submit a protest only after a debriefing conference has been both requested and held with that Bidder.

5.2 PROTEST PROCEDURES

- A. Any unsuccessful Bidder may protest the contract award made under this RFQQ by following the procedures described below. HCA will not consider any protests that do not follow these procedures. No additional recourse is available within HCA.

- B. HCA shall consider only those protests concerning a matter of bias, discrimination or conflict of interest, material errors in tabulation, or material failure to follow procedures stated in the RFQQ or agency policy.
- C. Contracts Office shall not accept any protest before the announcement of the Apparently Successful Bidder. Contracts Office must receive a preliminary protest within three business days of the announcement of the Apparently Successful Bidder by Contracts Office and must receive the formal protest within three business days of the debriefing or inspection/receipt of materials as stated in section 5.2.D, whichever is sooner. Both the preliminary protest and the formal protest must cite the basis of the protest (see section 5.2.B). Failure to cite the basis of the protest in either case will result in rejection of the protest.
- D. Any Bidder may request copies of RFQQ documents or may inspect RFQQ documents to obtain information on which to base a protest. Such a request must be in writing, must state the basis of the unsuccessful Bidder's preliminary protest and must be received within three business days of the announcement of the Apparently Successful Bidder by Contracts Office. The information, if disclosable, will either be sent to or made available to the requesting party within three business days of receipt of the request by the Contracts Office (see section 2.4).
- E. Upon receipt of a valid formal protest, the Contracts Office will conduct a protest review. The purpose of the review is to assure agency policy and procedures were followed, all requirements were met and all Bidders were treated equally and fairly. The protest review will not contain a review of bids or scores assigned. A written decision regarding the protest will be issued by the Contracts Office.
- F. Any protests must be written, signed by the protesting Bidder or an authorized representative, and mailed or hand delivered. E-mails, telegrams, faxes or similar transmittals will not be considered. The protest must state all facts and arguments on which the protesting party is relying. Address a protest to:

Health Care Authority
Financial and Contract Services
P.O. Box 42702
Olympia, Washington 98504-2702
RE: RFQQ # K161 Protest
ATTN: Contracts Manager

EXHIBITS and ATTACHMENTS

EXHIBIT A – CERTIFICATIONS AND ASSURANCES

EXHIBIT B – SERVICE AREA SPECIFICATIONS

EXHIBIT C – SERVICE AREA WORK REQUEST

EXHIBIT D – SERVICE AREA WORK ORDER

ATTACHMENT 1 – SAMPLE CONTRACT

ATTACHMENT 2 – RFQQ CHECKLIST

EXHIBIT A – CERTIFICATIONS AND ASSURANCES

I make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by HCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
4. In preparing this proposal, I have not been assisted by any current or former employee of the state of Washington whose duties relate(d) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Any exceptions to these assurances are described in full detail on a separate page attached to this document.
5. I understand that HCA will not reimburse me for any costs incurred in the preparation of this proposal. All proposals become the property of HCA, and I claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I understand that any contract(s) awarded as a result of this RFQQ will incorporate Terms and Conditions substantially similar to those attached to the RFQQ. I certify that I will comply with these or substantially similar Terms and Conditions if selected as a contractor. Any exceptions to these terms have described in detail on a page attached to the Letter of Submittal.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I grant HCA the right to contact references and others, who may have pertinent information regarding the ability of the contactor and the lead staff person to perform the services contemplated by this RFQQ.

On behalf of the company submitting this proposal, my name below attests to the accuracy of the above statement.

Signature

Date

Name & Title

EXHIBIT B – SERVICE AREA PROPOSAL SPECIFICATIONS (100 possible points)

HCA prefers to award contracts to multi-dimensional companies that have extensive, recent experience in all of the Key Areas listed below, are in alignment with the values stated in RFP section 1.1, and can demonstrate an ability to respond quickly and professionally.

Key Areas

1. Federal Health Programs/Legislation: We are seeking companies which have years of experience interpreting federal health programs and related legislation and translating these in a way that allows HCA to make considered and appropriate decisions and effectively communicate to stakeholders. This includes interpretation of federal regulations and grant programs (especially ARRA); identifying impacts of emerging programs.
2. Strategic Planning: We are seeking companies which have years of experience working with public and private sector clients to develop strategic plans and priorities, especially in the areas of health care and health insurance trends; health information technology; health care policy, health care delivery systems (e.g. Medical Homes, chronic care delivery systems), health benefit management.
3. Partnerships/Coalitions: We are seeking companies which have years of experience with public and private sector clients in establishing and maintaining community partnerships, coalition building with health care providers and health insurance providers, and establishing governance models for new program. This includes identifying common-ground communications, sustainable financing models, administrative procedures, dispute resolution.
4. Development, evaluation and assessment of health programs: We are seeking companies which have years of experience developing tools and processes to assess the integrity and effectiveness of health programs. This includes assessment of benefits packages; enrollment; eligibility; coverage; strategic plans.
5. Health Information Privacy and Security: We are seeking companies which have years of experience related to systems, methods, and practices to manage and protect health care information and the technological exchange of health information. Includes systems/process analysis, assessment; interpretation of regulations; best practices; implementation, and communications.

Proposal Instructions

Provide the following information:

- a. Comprehensive description of your experience which clearly communicates your experience, leadership, and abilities in the Key Areas listed above. Include no more than 5 Work Samples produced within the last five years which demonstrate work products related to your experience. (10 page limit. Work Samples not included in page limit) - 50 points
- b. Key Staff Resume's which clearly communicate recent experience in the Key Areas (3 page limit each Resume') – 30 points

- c. References: Contact information for 2-3 clients for which you have performed Key Area work. Include brief description of work performed. These References must directly relate to your experience and work sample response to “a” above. (2 page limit) – 10 points
- d. Maximum Hourly Rate - 20 points (*)

(*) The Maximum Hourly Rate is a Scored requirement. Rates will be a factor in the selection of the Apparently Successful Bidders.

The maximum hourly rate (whole dollar amounts) is to be inclusive of all costs (including travel, staff time, administrative support, supplies, and overhead rate. Hourly rates are expected to cover all costs of consulting and working with HCA in the Olympia and Seattle, WA areas. On an exception basis included in an executed work order, travel reimbursement may be authorized in accordance with Washington State travel regulations.

The quoted Maximum Hourly Rate is the highest rate payable by HCA. If selected as a Contractor, lower rates may be quoted or negotiated per Work Order. HCA reserves the right to discuss fixed-price deliverable based work orders.

EXHIBIT C – SERVICE AREA WORK REQUEST

*WORK REQUEST
FOR HEALTH CONSULTING POOL CONTRACT*
**Health Consulting Services
Exhibit A, Work Request**

1. **Project Title:**
2. **Purpose:**
3. **Agency, Program, and Project Manager:**
4. **Period of Performance:**
5. **Response Due By:**
6. **Submit Response To:**

The *(project title, agency, program, and project manager)* is soliciting your response through this statement of work to evaluate your ability and availability to provide services necessary to accomplish the tasks listed below. This work is needed to *(describe specific project need)*. The statement of work is the process used to initiate a work order and subsequent work under the convenience contract you have with the Health Care Authority. Responses to the statement of work must be received by the “response due date” to be considered for this work order. The Work Request is a competitive bid process among vendors awarded a Health Consulting Contract.

In coordination with *(name of person/s contractor will be doing work for or with)*, work may include:

(Note: List required tasks that have clear deliverables and due dates so responder can create appropriate cost estimates below.)

- Deliverable 1
- Deliverable 2
- Deliverable 3
- Etc.

The contractor will prepare a brief monthly *(or weekly depending on how long the project is – Project Manager to decide and replace text with specific information)* summary report of work in progress including a log of hours and itemized costs incurred to date of report. The contractor will submit invoices to the Project Manager monthly.

Deliverable: *(Indicate deliverable/s)*

Deadline Date: *(Indicate correlating deadline dates for deliverables listed or any other key deadline dates.)*

The Contractor will provide an hourly rate, number of hours, and total cost for the following tasks: *(These tasks should be identical to what’s listed above.)*

Rates Cost Table Note: Hourly rate cannot exceed contracted amount.	Hourly Rate	Number of Hours	Total Cost
Deliverable 1	\$		\$
Deliverable 2	\$		\$
Deliverable 3	\$		\$
TOTAL COSTS			\$

Summary of Cost

- **Compensation:** Contractor will be paid at an hourly rate per the cost table above, not to exceed *[indicate total hourly compensation costs included in Master Health Consulting Contract]*
- **Travel to be included:** Yes ☐ No ☐
Reimbursement for travel is pre-approved for the following conditions: *[Project Manager, if travel is to be included, please provide conditions under which travel will be approved.]*

EXHIBIT D – SERVICE AREA WORK ORDER

Work Order #[]
Contract Number **XXXX-XXXXXX**
Obtain Work Order # and Contract # from Contracts Office

Project Title:
Program:

Contractor:
Purpose:

Period of Performance for this Work Order: [start date] through [end date].

Statement of Work: See Exhibit A. [Note: Project Manager you may have to revise the Work Request to reflect a statement of work.]

The Contractor will not be assigned a SCAN access code for telephones or use state vehicles.

Place of Work: The majority of the work will be conducted at the Contractor's business site and other locations as approved by the Project Manager.

The HCA Project Manager is (name or name of designee). The project manager is responsible for review of invoices submitted and authorizes contractor payments; ensuring the authorized amount is not exceeded. All invoices must be submitted to the Project Manager.

All of the Contractor's employees must have a signed Statement of Confidentiality on file before starting to work on any project for the Washington State Health Care Authority. The Contract Office will keep a file of these completed forms for each contractor. Only one form needs to be on file for each employee/subcontractor for each contractor.

Subcontracting: The Contractor shall not enter into subcontracts for any of the work designated under this agreement without prior written approval from HCA. In any permitted subcontract, Contractor shall include the same terms and conditions set forth in the Contractor's original Health Consulting Pool Contract documents.

If, at any time during the course of work, HCA determines in its sole judgment that any subcontractor is incompetent or undesirable, HCA shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work.

The rejection or approval by HCA of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any responsibilities under the Contract, or be the basis for additional charges to HCA.

The Contractor shall be fully responsible for all contractual and financial obligations unfulfilled by the subcontractors.

Categories of Work and Hourly Rate: See Statement of Work, Exhibit A, for specifics.

Maximum Consideration Not to Exceed: (indicate a total budget amount such as \$xx,xxx)

Payment Terms: Payment will be made at the hourly rates stated herein up to the maximum stated per deliverable unless otherwise agreed upon in advance and in writing. Rates are inclusive of all costs. Payment will be made upon receipt and acceptance of the deliverables and receipt of properly executed invoice vouchers.

Invoices must contain the contract number and the Work Order number from the signed Work Order. If this information is not included on the invoice, the invoice will be returned and payment could be delayed.

[CONTRACTOR'S NAME]

HEALTH CARE AUTHORITY

Signature

Signature

Printed Name/Title

Date

Printed Name/Title

Date

ATTACHMENT 1 – SAMPLE CONTRACT

CONTRACT NO. KXXX

**CONTRACT FOR PERSONAL SERVICES
BETWEEN
WASHINGTON STATE HEALTH CARE AUTHORITY
AND
[Name of Contractor]**

This Contract is made and entered into by and between the Washington State Health Care Authority hereinafter referred to as the "HCA," and the below named firm, hereinafter referred to as "Contractor,"

Contractor Name: _____
Address: _____
City, State & Zip Code: _____
Phone: _____
E-mail Address: _____
Washington State UBI No.: _____

IT IS MUTUALLY AGREED THAT:

The purpose of this contract is to provide the Health Care Authority with health care, health insurance and related consultant services to meet needs under the direction of the Health Care Authority.

This Contract establishes qualified and competitively priced sources of professionals, which can be used to meet these needs.

Multiple contract awards were made as a result of competitive procurement. Contractors selected to enter into a contract are part of a "convenience" contract pool. HCA may use the contracts as needs for services arise. Services will be initiated via a work order.

SPECIAL TERMS AND CONDITIONS

There is no stated or implied guarantee that work orders will be issued to any successful bidder(s).

To initiate work, HCA will prepare a brief statement of work describing the tasks to be completed, the expected duration, the HCA manager responsible, and, if known, the dollar limit for that specific scope of work. This statement of work will be distributed to one or more contractors to elicit their response. The contractor who demonstrates the knowledge, skills, abilities, availability and best work cost estimate will be awarded the work order. Work orders must be approved by the HCA Contracts Office to assure that the dollar limit established by this procurement will not be exceeded by the sum of all work orders executed.

Under no circumstances are contractors to perform any work until the contract and/or any subsequent work order has been fully executed. Any work performed without a properly executed contract, work order, or amendment will be at the contractor's risk. The HCA is under no obligation to pay for work performed without properly executed authorization.

STATEMENT OF WORK

The Contractor shall provide the goods and services as described in the work order statement of work, this contract, and all its incorporations.

While responsibilities and functions will vary in each division/section/unit the selected Contractor will be expected to provide, at a minimum, the following services for which they were awarded this contract including, but not limited to:

- ☐ Federal Health Programs/Legislation: Includes interpretation of federal regulations; successful completion of grant applications (especially ARRA); identifying impacts of emerging programs
- ☐ Strategic Planning: Includes health care and health insurance trends; health information technology; health care policy
- ☐ Community partnership and coalition building with health care providers and health insurance providers
- ☐ Evaluation and assessment of health programs: Includes benefits packages; enrollment; eligibility; coverage
- ☐ Health Information Privacy and Security: Includes assessment; interpretation of regulations; best practices; implementation

Contractor may be required to perform any or all of the above detailed services. The following documents are incorporated by reference into this Contract:

- RFQQ K161
- The Contractor's Proposal in response to RFQQ K161

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance under this contract shall be from March 15, 2010 (or date of execution, whichever is later) through June 30, 2011 unless sooner terminated as provided herein. No billable activity may take place until this contract has been signed by both parties. Per RFQQ K161, the HCA may extend this contract through June 30, 2015, in whatever time increments the HCA deems appropriate.

PRICING AND ADJUSTMENT

Unless otherwise stipulated prices quoted shall not be subject to increase throughout the initial contract period. Should the HCA decide to extend the Contract for an additional year(s) rates will be negotiated for adjustments in pricing for any subsequent terms, however, rate increases may not exceed 5 percent.

OFFICE OF FINANCIAL MANAGEMENT FILING REQUIREMENT

Under the provisions of Chapter 39.29 RCW, this personal service contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

PAYMENT

The Maximum Not-To-Exceed Payment, which includes any allowable expenses, payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work is \$1,000,000. Contractor's payment for services rendered shall be based on the following rates or in accordance with the following terms but in no event shall the cost or payment exceed the Maximum Not-to-Exceed Payment associated with this contract:

Not to Exceed the Maximum Hourly Rate submitted in Contractor's response to RFQQ K161.

Contractor and HCA agree that timely completion by Contractor of all work and delivery of any work products is critical, and no additional payment shall be made unless the Statement of Work under the contract is expanded by written amendment executed by authorized representatives of the Contractor and HCA. HCA shall make payment to the Contractor upon receipt and acceptance of specified deliverables and accompanying properly executed invoices.

EXPENSES

Under special circumstances, Contractor may receive reimbursement for travel on other expenses as authorized in advance by the HCA as reimbursable and stated in the Work Order. Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current State travel reimbursement rates. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when. Any reimbursement will be made in accordance with Washington State travel regulations.

INVOICES AND BILLING PROCEDURES

HCA will pay Contractor upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. The invoices shall describe and document to the HCA's satisfaction a description of work performed, the progress of the project, and fees. If pre-approved expenses are invoiced, provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

All invoices submitted must meet with the approval of the Project Manager or his/her designee prior to payment, which approval shall not be unreasonably withheld. Contractor shall only submit invoices for services or deliverables as permitted by this section of the contract. The Contractor shall not bill HCA for services performed under this contract, and HCA shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. HCA will return incorrect or incomplete invoices to the Contractor for correction and reissue. The contract number and work order number must appear on all invoices, bills of lading, packages, and correspondence relating to this contract. Invoices must reference this contract number and provide detailed information as requested by HCA.

Payment shall be considered timely if made by the HCA within thirty (30) days after receipt of properly executed invoices. Upon expiration of the contract, any claims for payment for costs due and payable under this contract that are incurred prior to the expiration date **must** be submitted by the Contractor to HCA within **60 days** after the contract/agreement expiration date. Belated claims shall be paid at the discretion of HCA and are contingent upon the availability of funds.

Payment shall be sent to the address designated by the Contractor, unless Contractor has opted for electronic fund transfer.

The HCA may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the HCA.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contract Manager for Contractor is:

Contractor Name:

Address:

City, State, Zip Code:

Phone: ()

E-mail address:

Contract Manager for HCA is:

Contractor Name: Susan DeBlasio
Address: 676 Woodland Square Loop S.E.
Post Office Box 42702
Olympia, WA 98504-2702
Phone: (360) 923-2891
E-mail address: susan.deblasio@hca.wa.gov

ASSURANCES

HCA and the Contractor agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Specific Work Order
- Special Terms and Conditions as contained in this basic contract instrument
- HCA RFQQ K161
- Contractor's Response to RFQQ K161
- Exhibit A – General Terms and Conditions
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the HCA's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of ___ pages and ___ attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

HEALTH CARE AUTHORITY

Signature

Signature

Title

Date

Title

Date

APPROVED AS TO FORM: ATTORNEY GENERAL'S OFFICE

EXHIBIT A GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "HCA" shall mean the Washington State Health Care Authority, any division, section, office, unit or other entity of the HCA, or any of the officers or other officials lawfully representing the HCA.
- B. "Agent" shall mean the Washington State Health Care Authority Administrator and/or the Administrator's delegate authorized in writing to act on behalf of the Administrator.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing services under this contract, and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.

2. ACCESS TO DATA

In compliance with Chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to HCA, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

3. ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for services furnished by the Contractor pursuant to this contract.

4. AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ANTITRUST ASSIGNMENT

Contractor hereby assigns to the State of Washington any and all of its claims for price fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services purchased under this contract.

7. ASSIGNMENT

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

8. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning the HCA, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the HCA, or as may be required by law.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the HCA may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due

notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this contract.

In the event this contract is terminated as provided above, the HCA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the HCA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by the law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the HCA. The HCA shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the HCA effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the HCA a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the HCA.

The Contractor shall exert all reasonable effort to advise the HCA, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The HCA shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The HCA shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

12. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The HCA shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the HCA and the Contractor and it cannot be resolved, either party may request a dispute hearing with the Agent. Disputes shall be resolved as quickly as possible.

- a. The request for a dispute hearing must:
 - be in writing;
 - state the disputed issue(s);

- state the relative positions of the parties;
 - state the Contractor's name, address, and contract number; and
 - be mailed to the Agent and the other party's (respondent's) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
- b. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.
 - c. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
 - d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

HCA and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract which are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible.

14. GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington, the HCA, and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract.

Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the HCA. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the HCA or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

17. INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums, as may be required under Title 51 RCW, the HCA may deduct the amount of premiums and any penalties owing from the amount payable to the Contractor under the Contract and transmit the same to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any right under Chapter 51.12.050 RCW to collect from the Contractor amounts paid by the HCA.

18. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insured's under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give HCA 30 days advance notice of any insurance cancellation.
3. Contractor shall submit to HCA within 15 days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the Insurance section. Contractor shall submit renewal certificates as appropriate during the term of the contract.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract. (See Chapter 19.02 RCW for state licensing requirements/definitions).

20. LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

21. NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the HCA. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

22. PRIVACY

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the HCA or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The HCA reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the HCA. Contractor shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record

containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the HCA for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

23. RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices and other evidence relating to this contract and performance the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. At no additional cost, these records including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by the HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. The Contractor shall retain such records for a period of six (6) years after the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

24. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

25. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

26. SAFEGUARDING OF INFORMATION

The use or disclosure by any party of any information concerning the HCA for any purpose not directly connected with the administration of the HCA's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the HCA.

27. SEVERABILITY

If any provision of this contract or any provision of any documents incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

28. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the HCA. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the HCA for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its

subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the HCA or as provided by law.

29. SYSTEM SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Information Systems Manager. Contractor-supplied computer equipment, including both hardware and software, must be reviewed by the HCA Information Services prior to being connected to any HCA network connection and that it must have up to date anti-virus software and personal firewall software installed and activated on it.

Unauthorized access to HCA networks and systems is a violation of HCA Policy 06-03 and constitutes computer trespass in the first degree pursuant to Chapter 9A.52.110 RCW. Violation of any of these laws or policies could result in termination of the contract and other penalties.

30. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

31. TERMINATION FOR CAUSE

In the event the HCA determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the HCA has the right to suspend or terminate this contract. The HCA shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 3 days, the contract may be terminated. The HCA reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the HCA to terminate the contract.

In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time. The termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (i) was not in default, or (ii) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the HCA provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

32. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the Agent may, by giving ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interest of the HCA. If this contract is so terminated, the HCA shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

33. TERMINATION FOR WITHDRAWAL OR REDUCTION OF FUNDING

In the event funding from any state, federal, or other sources is withdrawn, substantially reduced, or limited in any way after the effective date of this Agreement and prior to the termination date, HCA may terminate this Agreement upon sixty (60) days' prior written notice to Contractor or upon the effective date of withdrawn or reduced funding, whichever occurs earlier. If this Agreement is so terminated, HCA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

34. TERMINATION PROCEDURES

Upon termination of this contract the HCA, in addition to any other rights provided in this contract, may require the Contractor to deliver to the HCA any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

The HCA shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service accepted by the HCA and the amount agreed upon by the Contractor and the HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services which are accepted by the HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The HCA may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the HCA against potential loss or liability.

The rights and remedies of the HCA provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

- a. Stop work under the contract on the date, and to the extent specified in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- c. Assign to the HCA, in the manner, at the times, and to the extent directed by the Agent, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case the HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent the Agent may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the HCA and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract has been completed, would have been required to be furnished to the HCA;
- f. Complete performance of such part of the work as shall not have been terminated by the Agent; and
- g. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the HCA has or may acquire an interest.

35. WAIVER

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this contract unless stated to be such in writing signed by the Agent and attached to the original contract.

These Exhibits are incorporated by reference

- Exhibit B - Contractor's proposal dated XXX to RFQQ [K161]
- Exhibit C - the Authority's Request for Quotes and Qualifications [K161]

ATTACHMENT 2 – RFQQ CHECKLIST

This high-level Checklist is provided for your convenience only. It does not contain the detail of each of the required elements to be included as part of your proposal. Refer to the RFQQ sections and Exhibits for specific details.

BY February 5, 12:00 Noon PST

1. Letter of Intent (See RFQQ Section 3.1)

BY February 5, 12:00 Noon PST

1. Written questions (See RFQQ Section 2.2)

BY February 16, 12:00 Noon PST

1. Letter of Transmittal (See RFQQ Section 3.2);
2. Signed Certifications and Assurances (See Exhibit A); and
3. Proposal (See Exhibit B)

Be sure to follow the format instructions in section 3.3 of the RFQQ

Be sure to follow the SCHEDULE – including DATES and TIMES